

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

and

THE PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

OCT 28 1977

RUTGERS UNIVERSITY

JANUARY 1, 1976 through DECEMBER 31, 1977

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PREAMBLE

This Agreement made and entered into this day of 1977 by and between the City of Jersey City hereinafter known and designated as the "City" and the members of the PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION, hereinafter known and designated as the "PHNSA".

The within Agreement is made to effectuate the policy of Chapter 303 of the laws of New Jersey of 1968, RS:34:13A-1, et seq. (hereinafter "Chapter 303") and to formalize agreements reached through negotiations conducted in good faith between the City and the PHNSA with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the PHNSA to that end that continuous and efficient service will be rendered, this Agreement is created.

Now therefore, it is agreed as follows:

ARTICLE I

PHNSA RECOGNITION

A. The City hereby recognizes the PHNSA as the sole and exclusive representative of all temporary and permanent employees who hold the title of Assistant Public Health Nurse Supervisor, Public Health Nurse Supervisor, Public Health Nurse Consultant, Public Health Nutritionist, plus all employees performing similar work, covered under this agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work, and other working conditions.

B. Reference to "Supervisory Personnel" in this contract shall mean all members of this bargaining unit.

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the PHNSA as quickly as possible so as to insure efficiency and promote employees' morale.

B. Definition

A Grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

C. Steps of the Grievance Procedure

A Grievance shall be processed as follows:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the grievance by discussing the matter with her immediate supervisor and PHNSA representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance. In the event of a continuing violation, however, the employee shall have a right to institute action under the provisions of this procedure, but the liability of the City shall be limited to twenty (20) days prior to the filing date of the grievance.

Article II continued:

(b) The immediate supervisor shall render an answer within three (3) working days to the PHNSA.

Step Two:

(a) If the grievance is not settled through Step One, the same shall be reduced to writing by the PHNSA and submitted to the Director of Nurses, or her designee.

(b) The Director of Nurses or her designee shall answer such grievance in writing with a copy to the PHNSA within five (5) working days of its submission.

Step Three:

(a) If the grievance is not settled by Steps One and Two, then the PHNSA shall have the right to submit such grievance to the Director of Human Resources or his designee.

(b) A written answer to said grievance shall be served upon the individual and the PHNSA within seven (7) working days after submission.

Step Four:

(a) If the grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the PHNSA shall

Article II continued:

have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the PHNSA.

D. Miscellaneous Provisions

1. The PHNSA President, or his authorized representative, may report an impending grievance to the Director of Human Resources in an effort to forestall its occurrence.
2. Nothing herein shall prevent any employee from processing his own grievance provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.
3. Since adequate grievance procedures are provided in this Agreement, the PHNSA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work and may disturb and interfere with the orderly operation of the Department of Human Resources.

ARTICLE III

PHNSA NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the PHNSA before they are established, except as limited by the management's rights clause.

ARTICLE IV

SENIORITY

A. Seniority is defined as length of service in title, so long as consistent with Civil Service rules and regulations.

B. In the event a vacancy occurs which is desired by more than one Nurse Supervisor, it shall be filled in accordance with seniority among qualified candidates for the position.

ARTICLE V
DUES CHECK-OFF

A. The City agrees to deduct the monthly PHNSA membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the PHNSA, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the PHNSA by the fifteenth (15th) of the current month after such deductions are made.

B. Any written designation to terminate authorization for check-off must be received in writing by the City and the PHNSA, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

C. The PHNSA is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

D. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

ARTICLE VI
HOURS OF DUTY

A. The workweek shall consist of five (5) days beginning on Monday for employees within the bargaining unit.

B. School nurses shall work the hours that their school is in session. Field staff nurses shall work in accordance with their current hourly schedule, e.g., 8:30 - 3:30; 9:00 - 4:00. The above schedules will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interests of both the nurse and the Department of Human Resources is served.

ARTICLE VII
TEMPORARY STATUS

A. The PHNSA and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees. To alleviate this inequity the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.

B. Transfers of service not to exceed twenty-four (24) months may be temporarily done in emergency cases only.

C. Emergency is defined as a situation which could not reasonably be anticipated or foreseen by the employer.

ARTICLE VIII
NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the PHNSA the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

B. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the Bulletin Boards in district offices and sufficient copies given to the PHNSA President precisely what the new position is, and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the nurse shall be appointed in accordance with Civil Service regulations.

D. Positions shall be posted three (3) weeks prior to recruitment.

ARTICLE IX

PENSION AND RETIREMENT

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

C. Longevity and degree differential shall be included in annual salary for pension purposes for those employees contributing to ERS. For all other employees this shall be done provided their pension system permits.

ARTICLE X

INSURANCE

A. Malpractice insurance in the amount of One Million / Three Million (\$1,000,000.00/\$3,000,000.00) Dollars shall be supplied by the City at no expense to the nurses.

B. The City shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against nurses for such claims.

C. Hospitalization. Nurses shall receive fully paid Blue Cross/ Blue Shield with Rider "j" and Major Medical to cover themselves and their spouse and children covered under the plan.

D. The City shall provide for Life Insurance in the amount of Five Thousand (\$5,000.00) Dollars and Accidental Death and Dismemberment Insurance in the amount of Five Thousand (\$5,000.00) Dollars for each nurse.

E. Upon retirement, the City shall continue coverage under Blue Cross/Blue Shield for the retired employee in accordance with the legislation in affect at the time of retirement.

ARTICLE XI
UNION PRIVILEGES

A. Two (2) members selected by the PHNSA shall be permitted to attend seminars, workshops, annual meetings of professional associations, conventions, etc., for a maximum of five (5) days at any one time - the total not to exceed fifteen (15) days in a calendar year so long as departmental operations are not impeded. Such request shall not be arbitrarily denied. Said members shall be paid straight time. In addition, if a member is assigned to attend such functions, the City shall reimburse all registration fees, charges for materials, food, transportation costs and lodging for out of City meetings.

ARTICLE XII

RATES OF PAY - - WAGES

A. Wages:

	<u>YEARS OF SERVICE</u>	<u>ANNUAL SALARY</u>
ASSISTANT PUBLIC HEALTH SUPERVISOR	0 - 2	\$15,173
	3 - 5	15,664
	6 - 9	16,154
	10 - 14	16,644
	15 or more	17,133
PUBLIC HEALTH SUPERVISOR	0 - 2	16,627
	3 - 5	17,167
	6 - 9	17,708
	10 - 14	18,247
	15 or more	18,787
PUBLIC HEALTH NUTRITIONIST	0 - 2	17,428
	3 - 5	17,995
	6 - 9	18,562
	10 - 14	19,128
	15 or more	19,695
PUBLIC HEALTH CONSULTANT	0 - 2	18,229
	3 - 5	18,824
	6 - 9	19,418
	10 - 14	20,013
	15 or more	20,606

B. A Degree differential shall be granted as follows, and shall be a consideration for pension purposes:

(a) B.S. or B.A.	\$ 500.
(b) M.S. or M.A.	750.

C. Uniform allowance. The following uniform allowance shall be granted:

(a) Field Supervisors	350.
(b) Parochial School Supervisors	150.
(c) PHN Consultant	150.

Article XII continued:

D.	<u>Longevity</u>	<u>YEAR</u>	<u>AMOUNT</u>
			\$
		5	200.00
		10	400.00
		15	600.00
		20	800.00
		25	1,000.00

ARTICLE XIII

OVERTIME

A. Supervisory personnel will not be required to work on Saturday, Sunday, or holidays.

B. If there is any emergency requiring a member of this unit to work overtime, such time will be compensated at the following rates:

(1) Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty five (35) hours work week shall be compensated on the basis of one and one half (1 1/2) times the regular hourly rate.

(2) Nurses working on any of the holidays set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

(3) For the purposes of computing overtime, the following formula shall pertain:

- | | |
|--------------------|-----------------------------|
| 0 - 15 minutes | - No overtime payment |
| 15 - 30 minutes | - 1/2 hour at overtime rate |
| 30 minutes or more | - 1 hour at overtime rate |

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

ARTICLE XIV

TUITION REIMBURSEMENT

A. All members of the PHNSA who take college courses which are job related, as determined by the committee, whether matriculated or not matriculated, will receive tuition reimbursement.

- (1) reimbursement will be made upon submission of receipted bills and proof of successful completion of course or courses to the committee.
- (2) tuition reimbursement shall not exceed \$450.00 per year per participant. However, participant(s) may be reimbursed fully when charges go beyond \$450.00 per year providing all other participant(s) claims are satisfied and monies remain in budgeted total.
- (3) maximum budgeted total allocated for the program is not to exceed \$1800.00 per year.
- (4) all courses as outlined above must be taken after working hours.

ARTICLE XV

MEAL PERIODS

A. All employees shall be granted a lunch period of one hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

ARTICLE XVI

HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday.

New Year's Day

Columbus Day

Lincoln's Birthday

General Election Day (November)

Washington's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

The Day after Thanksgiving

Independence Day

Christmas Day

Labor Day

B. In addition to the holidays set forth above, nurses shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XVII

VACATION

A. All supervisory personnel shall receive paid vacation allowance at straight time rates as follows:

1 through 4 years of service....20 working days for each year.

5 through 14 " " "25 working days for each year.

15 years and over " "30 working days for each year.

B. Vacation time not used in year granted shall accumulate for the next succeeding year only unless permission otherwise is granted by the head of the department.

C. Members of this bargaining unit who resign or retire shall be granted all accumulated time prior to the effective date of resignation or retirement. Vacation for an individual who retires or resigns shall be prorated in the retirement year with a minimum of ten (10) working days. If retirement becomes effective after July 1, a full years vacation allowance shall be granted.

D. All members of this bargaining unit shall be entitled to utilize earned vacation days when desired so long as agency needs are met.

ARTICLE XVIII

SICK LEAVE

A. All employees covered by this Agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first (1st) calendar year	One (1) working day for each month of service
Each calendar year thereafter	Fifteen (15) working days

B. Sick days not taken by employees in any year shall accumulate from year to year.

C. Unless a nurse is out of work for five (5) consecutive working days or more, she shall not be automatically required to present a doctor's verification of her illness. However, where abuse of sick leave is suspected, acceptable medical evidence may be required by the City.

ARTICLE XIX

LEAVES OF ABSENCE

A. Leave of absence with pay shall be granted as follows:

1. A death in the employee's family shall not be charged against his accrued sick leave or compensatory time. Time off shall be granted from the day of death until the day after the funeral, not to exceed five (5) days. Immediate family is defined as including: Mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents and grandchildren.

2. If the employee is directed by the Director of Human Resources to attend school or to take courses to increase professional proficiency.

3. Injured in the line of duty, pursuant to Civil Service laws, Workmen's Compensation laws, and other applicable State law and local regulations.

B. Leaves of absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service rules and regulations. Said leave may not be arbitrarily or unreasonably withheld.

C. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of, applicable laws and leave of absence shall be granted wherever such requirement exists. When military compensation of an employee covered by this Agreement is less than his salary, the differential up to the amount of salary is to be provided by the City as per City Resolution.

ARTICLE XX

MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE XXI

PHNSA RIGHTS

A. Representatives of the PHNSA not exceeding two (2), shall have access to the working areas to meet with PHNSA delegates during their lunch periods or other free periods to carry out PHNSA business, provided working area operations are not impeded. Such meetings are restricted to non-patient areas only.

B. The President of the PHNSA shall be granted a reasonable amount of agency time with pay to administer the provisions of this contract so long as agency functions are not impeded.

ARTICLE XXII

DISCIPLINARY ACTION

A. Disciplinary action shall be limited to:

1. Oral reprimand
2. Written reprimand _____
3. Suspension
4. Demotion
5. Discharge

B. If the employer feels there is a just cause to transfer, or discharge a nurse for disciplinary reasons, the nurse and the PHNSA will be notified in writing as to the cause.

ARTICLE XXIII
TRAVELING EXPENSES

A. All Field Staff Supervisors who use their own vehicles on a full time basis while on duty for official business shall receive thirty-five (\$35.00) dollars per month. Those who use their vehicles part-time shall be paid pro-rata for their usage based upon the above monthly stipend.

B. Supervisors using public transportation shall be reimbursed for out-of-pocket expenses.

C. Supervisors shall be supplied with official "Public Health" identification for their vehicles.

D. For out of city authorized travel compensation shall be made at the City mileage rate.

ARTICLE XXIV

DRUG DISCOUNT PROGRAM

A. The Drug Discount Program currently in effect for Medical Center nurses shall be made available to members of this bargaining unit subject to continued approval by the Medical Center.

ARTICLE XXV

PROFESSIONAL ADMINISTRATIVE LEAVE

A. All supervisors in the bargaining unit shall receive three (3) days Administrative Leave with pay (Personal Days).

ARTICLE XXVI

SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions.

B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty.

ARTICLE XXVII

EMERGENCY DEFINED

A. Emergency shall mean a situation that neither the employer nor the employee has control over, i. e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

ARTICLE XXVIII

STORAGE OF SUPERVISOR'S POSSESSIONS

A. The employer shall make every effort to see that a supervisor is supplied with a desk to store her possessions during her tour of duty.

ARTICLE XXIX

POLICY RECOMMENDATIONS

A. The PHNSA may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and nurses alike.

ARTICLE XXX

IN-SERVICE PROGRAMS

A. The PHNSA may contribute program suggestions for educational programs as well as for in-service programs.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

. A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XXXIII

ELIGIBLE EMPLOYEES

A. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees promoted after the date of signing of this Agreement.

ARTICLE XXXIV

DURATION

A. This Agreement shall be effective as of January 1, 1976 and shall expire on December 31, 1977. Both parties agree to commence negotiations for the year 1978 on or about December 15, 1977.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first written above.

PUBLIC HEALTH NURSE SUPERVISORS
ASSOCIATION

By Patricia Hochman, Pres.

Witness:

Marion Cotton

Albert O'D.
Director of Personnel

Witness:

Marion Cotton

CITY OF JERSEY CITY

By [Signature] 5-16-77

Witness: Jean T. Miller

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